

Muller Industries Australia



STANDARD TERMS AND CONDITIONS OF SALE

The Purchaser is deemed to have read, understood and accepted these terms and conditions (Terms) which govern the supply of any goods or service to the Purchaser by Muller Industries Australia Pty Ltd (Muller).

1. *Price description of goods*

- It is the responsibility of the Purchaser to confirm all prices and the description of goods and or services and any particulars provided by Muller at the time of any order confirmation as prices and particulars are subject to change without notification. All prices quoted are exclusive of goods and services tax.
- Payment for goods and services is to be made **prior** to or at the time of (**order confirmation deliver**). Where payment is not received, Muller may at its option withhold or delay delivery.
- Where payment is not made by the time specified by Muller, Muller shall be entitled to:
 - take possession of the goods at any time, including attending the Purchaser's premises or the premises of any third party where the goods are stored; and
 - charge interest at the rate prescribed under the Penalty Interest Rates Act (Vic) on any money outstanding.
- Photographs, illustrations, weights, dimensions, performance details, sound pressure levels, electrical loads and any other particulars provided represent generally the goods but are not binding and are subject to alteration without notice.

2. *Orders and delivery*

- Muller has no obligation to accept any order (or part) from a Purchaser. Accepted orders are delivered to the Purchaser's premises at the Purchaser's cost.
- Whilst Muller will attempt to specify delivery times as accurate as possible, delivery times are an estimate only and are not guaranteed Muller is not liable for any loss or damage of any kind whatsoever arising from late delivery or non-delivery of any ordered goods.
- The Purchaser must accept and pay for goods delivered even if delivered after the required or specified date.
- Orders received by Muller are not subject to goods cancellation. However, in special circumstances (and at Muller's sole discretion) this may be waived subject to payment of a cancellation fee as determined by Muller.

3. *Title and risk*

- Ownership and title in goods remains with Muller at all times until all amounts owing to Muller have been receipted in full by Muller in cleared funds.

Muller Industries Australia Pty Ltd
27 Hi Tech Court
Kilsyth VIC, 3137
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Web: www.mullerindustries.com.au
ABN: 67 757 732 009

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- Muller is entitled to retake possession of any goods (and enter onto the premises of the Purchaser, and third party where the goods are stored, to effect such repossession) which have not been paid in full or where the Purchaser has, or Muller suspects the Purchaser may, experience an Insolvency Event (as defined under the Corporations Act (Cth)). Muller may deal or dispose of any repossessed goods as Muller determines in its sole discretion.
- Risk of loss of (or damage to) the goods passes to the Purchaser at the time the goods are delivered to the Purchaser's premises.

4. *Intellectual Property*

The Purchaser acquires no right, title or interest in or to any of the intellectual property rights of any nature in the goods and agrees not to do anything (or assist any third party) to compromise Muller's intellectual property rights.

5. *Defective Product and delivery errors*

It is the responsibility of the Purchaser inspect the goods immediately upon delivery and notify Muller Industries within 48 hours of their receipt of any concerns or alleged faults observed as a result of the delivery inspection. Any faults or defects notified after this time shall not be the responsibility of Muller.

- Important - All heat exchangers sold by Muller are pressure tested and shipped pressurized. Should any units be delivered without pressure, Muller must be immediately notified. Muller agrees to rectify any leakages **prior** to installation of the heat exchanger. Muller excludes from its warranty obligations, coil leakages as a result of mechanical damage (e.g. punctures, fractures or impact damage), heat damage or any other physical cause that is not a result of metal corrosion. Any coil leakage or damage not notified to Muller, prior to installation, is deemed to be a result of installation damage and accordingly not covered under warranty.
- Under no circumstances will Muller be liable for, and the Purchaser hereby releases Muller from, any claims for indirect or consequential loss or damage (including loss of profits, loss of business, loss of opportunity or other costs or losses incurred by the Purchaser relating to the installation of the units or their supply to any other person).

6. *Warranties - General*

- To the maximum extent allowed by law and subject to the specified warranties below, these Terms exclude all warranties, conditions, liabilities or representations in relation to the goods unless required by law. Where any warranty is implied by law, the liability of Muller and its officers, employees or agents for a breach of any such condition or warranty is limited, at Muller's option, to any one or more of the following:
 - (a) the replacement of those goods or the supply of equivalent goods;
 - (b) the payment of the costs of replacing those goods or of acquiring equivalent goods; or
 - (c) repayment of any part of the purchase price of those goods which has been paid by the Purchaser.

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7. *Specified Warranties*

- Muller agrees to rectify or repair, free of charge, defects as a consequence of faulty material and workmanship within the below stated warranty periods:
 - (a) Heat Exchangers
 - Coil block and casings 12 months
 - Electrical including fans and control items 3 months
 - (b) Compressors
 - All components 3 months
- Muller's obligation to keep or repair is subjected to the fulfillment by the Purchaser of its obligations under these Terms including without limitation, payment in full for goods incumbent upon him under the contract. It is also conditional upon the purchaser providing reasonable access and adequate equipment for the repairer to carryout rectifications.

8. *General*

- The parties accept the law of Victoria as the proper law of the contract and both parties submit to the non-exclusive jurisdiction of the Courts in Victoria and any court hearing appeals from those Courts.
- Under no circumstances will the Purchaser be entitled to set off or otherwise deduct any money owing to the Purchaser from the purchase price of any of the goods supplied.

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